

ATTACHMENT K

SAMPLE
STATE OF MISSOURI
LEASE OF REAL PROPERTY

THIS LEASE, No., made and entered into this *Day of Month, Year*, by and between *Name/Address/Zip Code (State of Missouri Vendor Number)*, hereinafter called the Lessor, and the State of Missouri, by the Office of Administration, Division of Facilities Management, hereinafter called the Lessee, on behalf of the *Department*, hereinafter called the Tenant.

WITNESSETH: That the Lessor, in consideration of the covenants of said Lease hereinafter set forth, does by these presents lease to said Lessee, under the terms and conditions set forth, the premises described as follows:

Address, City (County), Missouri Zip Code, hereinafter called "premises" and consisting of *Net Rentable Square Feet*.

1. **TERM OF LEASE**

(a) The term of this Lease shall commence July 1, *Year*, and end June 30, *Year*. It is understood and agreed between the parties that the Lease is contingent upon the Lessee receiving appropriations therefore from the Missouri General Assembly. Monies are appropriated according to the State of Missouri's fiscal year, which begins July 1, and ends June 30. In the event that sufficient funds are not appropriated by the Missouri General Assembly for any fiscal year during this Lease, Lessee shall immediately notify Lessor of the event of non-appropriation. Lessee shall vacate the premises no later than July 1. The Lease shall be deemed to have expired of its own terms and Lessee shall have no further obligation hereunder.

(b) The Lessor grants to the Lessee the option to extend the Lease for three two-month periods following the above ending date at the same rental rate. Lessee must notify Lessor of its intent to exercise the extension no later than 60 days before the expiration date or 30 days before the expiration of any extension period.

(c) The Lessor may grant to the Lessee the option to extend for an additional five years if both parties mutually agree on all terms and conditions.

2. **RENTS**

The annual rent shall be in the amount of ***DOLLARS AND CENTS (\$)***, payable monthly in arrears in the amount of ***DOLLARS AND CENTS (\$)***.

3. **RENEWAL TERMS**

In the event the Lessee remains in possession of the premises after the expiration date of said Lease without extending the Lease or without executing a new Lease, the Lessee shall be deemed to be occupying the premises as a Lessee from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of said Lease insofar as they are applicable to a month-to-month tenancy, except that the Lessor agrees to accept the said rental rate on a monthly basis until the premises are vacated by the Lessee or until the parties enter into a new agreement, whichever is sooner.

4. **CONSTRUCTION AND RENOVATION**

(a) The Lessor shall remodel, construct, and equip the premises in accordance with *RFP No.* and Bid Proposal, which are made a part hereof by reference, and the premises shall be prepared to the satisfaction of the Lessee. The building and premises must be accessible as defined by the

Americans with Disabilities Act Accessibility Guidelines, enacted by the Federal Government on July 26, 1990, which went into effect January 26, 1992.

(b) In the event the Lessor fails to remodel, construct and equip the premises in accordance with Paragraph (4)(a) by the guaranteed occupancy date as stated in Lessor's Bid Proposal, liquidated damages in the amount of twice the per diem rental shall be assessed for each calendar day thereafter that the Lessee is prevented from occupying the premises by reason of such failure, and the rent provided for herein shall be forfeited and shall not be payable until the premises are ready for occupancy.

(c) Extensions of time for the date of occupancy may be granted by Lessee for delays due to abnormal weather which actually impedes work progress. The records of the U.S. Weather Service for the last ten years for the time and place of occurrence of the abnormal weather shall be used to establish what is normal. Time extensions may also be granted for delays due to labor strikes, acts of God, fire, and non-delivery of materials by third persons, provided Lessor provides satisfactory evidence that the materials were ordered in sufficient time to support ordinary construction progress.

(d) The Lessor understands and agrees that all alterations, renovations and improvements, the cost of which exceeds \$25,000.00 made to the premises during the life of the Lease including all extension periods, shall be made in accordance with requirements as set forth in Chapter 290, RSMo.

5. **SERVICES**

(a) The Less__ agrees to pay for the utilities of heat, air conditioning, water, sewer, light, steam, gas and electricity.

(b) The Less__ agrees to provide and pay for janitorial services, equipment and supplies, including paper products (restroom tissue, paper towels, etc.).

(c) The Lessor agrees to provide *Vehicle Parking Spaces* located on the premises or within a reasonable distance from the premises.

(d) The Lessor shall furnish all fluorescent, incandescent light bulbs and exterior lighting necessary on the premises. Thereafter, the Lessor shall furnish and the Lessor shall install replacements for all fluorescent, incandescent light bulbs and exterior lighting necessary on the premises.

(e) The Lessor shall permit the Lessee to install communication systems necessary for the conduct of the Lessee's business and said systems shall remain the property of the Lessee. Upon termination of this Lease, any data/telecommunications wiring enclosed within the walls or ceiling shall become property of Lessor.

(f) The Lessor will provide and pay for general garbage and trash removal from the premises.

(g) The Lessor agrees to direct and pay for removal of snow and ice from the sidewalks and parking area and to provide and pay for general lawn care.

(h) The Lessor agrees to provide and pay for effective and safe pest control (insect and rodent).

6. **USE OF PREMISES**

The Lessee agrees to use the premises for office space, so long as such use shall be deemed feasible by the Lessee, and the Lessee shall have the right to assign its rights under said Lease, in whole or in part, to any other governmental agency, subject to the same conditions of said Lease. Lessee may not assign its rights under said Lease to any non-governmental party without the written consent of the Lessor. The Lessee, at its option, may sublease all or a portion of the demised space to any governmental, not-for-profit or private entity. When major changes are

planned, the Lessee will notify the Lessor of its intentions and request concurrence from the Lessor of the proposed changes. The Lessor will not arbitrarily withhold such concurrence.

7. **ALTERATIONS AND IMPROVEMENTS**

The Lessee shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises, which fixtures, additions or structures so placed upon or attached to the premises shall be and remain the property of the Lessee and may be removed and otherwise disposed of by the Lessee. The above changes or alterations shall in no way weaken or cause structural injury to the premises, and the altered part of the premises shall, upon removal by the Lessee, be returned to the condition existing prior to such change, alteration, installation, ordinary wear and tear excepted, if required by the Lessor.

8. **PREMISE MAINTENANCE**

(a) The Lessor shall maintain the premises in good repair and tenantable condition, including buildings, equipment, HVAC filters, fixtures and any other property furnished by the Lessor to the Lessee under said Lease. The Lessor will inspect emergency and exit lighting systems, fire extinguishers and heat and smoke detectors annually. Any malfunctioning equipment must be immediately repaired or replaced. Record of inspections shall be maintained and signed by the inspecting agent with a copy given to the Tenant agency. For the purpose of so maintaining the premises and property, the Lessor may, at reasonable time and with the approval of the Lessee's authorized representative, enter and inspect the premises and make any necessary repairs.

(b) In the event the premises fall into disrepair or untenable condition arising from the Lessor's failure to perform maintenance as required by paragraph (8)(a), such that the Lessee or its employees' ability to safely or comfortably conduct business is substantially impaired, the Lessee shall notify the Lessor in writing of the general nature of the disrepair or untenable condition. Lessor shall have 30 consecutive calendar days from the date of this notice to take whatever measures are necessary to correct the disrepair or untenable condition to the Lessee's reasonable satisfaction. If the Lessor fails or neglects to take measures to correct the disrepair or untenable condition within such 30 day period, then the Lessee may, at its option, (1) take measures to correct the disrepair or untenable condition in compliance with applicable Missouri law and procedures governing the same and abate the cost of such corrective measures from the rent otherwise due without prejudice to other judicial remedies the Lessee may seek; (2) exercise its option to terminate said Lease without additional notice, vacate the premises, and recover any rent paid in advance for the period subsequent to the date that Lessee vacates the premises as well as the costs incurred by the Lessee in vacating the premises and in finding a new location; or (3) withhold all rental payments pending correction of the disrepair or untenable condition.

9. **DAMAGE OR LOSS OF PREMISES**

(a) The Lessee agrees to pay for any damage to the premises caused by the acts of Lessee or its employees, ordinary wear and tear excepted.

(b) If the premises are damaged or destroyed by fire or other casualty so as to render the premises untenable, the rent shall be abated or reduced proportionately according to the usable square feet remaining on the premises as determined by the Lessor and Lessee until the premises are restored by the Lessor. The Lessor shall not be obligated to repair or restore the premises in the event of such damage. However, the Lessor shall notify the Director or Assistant Director, Division of Facilities Management, in writing of its intent concerning repair and restoration of the premises within 15 consecutive calendar days after the date of such damage. In the event the Lessor elects not to repair or restore the premises, or in the event the Lessor elects to repair or restore the premises and they are not restored to a condition substantially as good as prior to such damage within 60 consecutive days from the date of such damage, the Lessee may, at its option, terminate the Lease by giving the Lessor ten consecutive calendar days written notice of its intent to do so, and the Lessor shall return to the Lessee any rent paid in advance for the period subsequent to the effective date of said notice.

10. **DISREPAIR**

If, at any time, during the period of said Lease a public official, agency, architect or professional engineer registered in the State of Missouri determines that the premises do not comply with building codes, ordinances and requirements or that the premises are not in an adequate state of repair, are disruptive to the Tenant services and program delivery, or are not safe for occupancy, Lessee shall notify Lessor of such fact and the Lessor shall respond within 24 hours with a proposed solution for correction of deficiencies. Lessor shall have any such deficiencies corrected within **five** consecutive calendar days of the date of such notice, or within an extension period granted at the option of Lessee. If the Lessor fails or neglects to correct such deficiencies within said time period, Lessee may, at its option, terminate said Lease without additional notice, vacate the premises and recover any rent paid in advance for the period subsequent to the date that Lessee vacates the premises as well as the costs incurred by Lessee in vacating the premises and in finding a new location.

11. **INDEMNIFICATION**

The Lessor shall indemnify and hold the Lessee harmless from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses directly resulting from a dangerous condition existing on the premises at the time of the injury, unless the said dangerous condition shall have been caused or created by or have resulted from the negligence or wrongful act or omission of an employee of the Lessee within the course of said employee's employment.

12. **NOTICES**

Any notice by Lessor concerning said Lease shall be deemed sufficient if sent by certified mail, return receipt requested, to:

Division of Facilities Management
Facility Leasing Section
3225 West Truman Boulevard, Suite 100
Jefferson City, Missouri 65109

Any notice by Lessee concerning said Lease shall be deemed sufficient if sent by the Director or Assistant Director, Division of Facilities Management, by certified mail, return receipt requested, to the mailing address provided and updated by Lessor and subsequently set forth in the Missouri Automated Procurement System.

13. **APPROPRIATIONS**

It is understood between the parties that monies to fund rental and all other payments due under said Lease are annually appropriated by the Missouri General Assembly for one fiscal year beginning on July 1. It is understood and agreed by the parties that said Lease shall not be binding upon the Lessee unless and until general appropriations have been made by the Missouri General Assembly and, if applicable, funds have been received from the United States Government for payment of rental or for any other payment under said Lease on behalf of the Lessee for any fiscal year during the initial period or any renewal or extension period of said Lease.

14. **BINDING AND ENTIRE AGREEMENT**

The covenants and agreements contained in said Lease shall be binding upon and shall inure to the benefit of the parties of said Lease, their respective successors, administrators, executors and assigns.

IN WITNESS WHEREOF, we have hereunto affixed our signatures.

LESSEE:

Office of Administration

By: _____

Director

Division of Facilities Management

Date: _____

Rev. 2/9/00 - *cti*

LESSOR:

Company

By: _____

Name

Date: _____